

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Baltimore Division**

In Re: Kimberly Downing

Case No. 11-11284-NVA
Chapter 7

The Bank of New York Mellon, as Successor
Trustee under NovaStar Mortgage Funding Trust,
Series 2005-4, Movant
(Saxon Mortgage Services, Loan Servicer),

vs.

Kimberly Downing, Debtor
Brian A. Goldman, Esq., Trustee
Respondents

**MOTION FOR RELIEF FROM AUTOMATIC STAY
Real Property at 2010 Cooper Point Court, Odenton, Maryland 21113**

Comes now The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2005-4, Movant (Saxon Mortgage Services, Loan Servicer), Movant herein, by Deborah K. Curran, Esq., its attorney and respectfully represents:

1. This Motion is filed pursuant to 11 U.S.C. Sec. 362 d through f, and 28 U.S.C. Section 1334 and Section 157, giving this Court jurisdiction to grant relief from the Automatic Stay for cause and/or to prevent irreparable damage to the interest of a secured creditor in the property of the Debtor.

2. The Movant is the holder of a Note secured by a Deed of Trust dated November 14, 2005, and recorded among the land records of Anne Arundel County, Maryland, and which encumbers the property of the Debtor at 2010 Cooper Point Court, Odenton, Maryland 21113.

3. The loan is in default. The current debt owed to the Movant is \$279,697.79 and includes: a principal balance of \$267,625.29 plus interest of \$5,461.25 for 4/1/10 to 1/22/11, accrued late charges of \$353.40, escrow advances of \$5,294.85, fees due of \$263.00, and current bankruptcy legal fees and costs of \$700.00. Additionally, pursuant to the Debtor's schedules the property is encumbered by a Second Deed of Trust securing Saxon Mortgage Services in the amount of \$68,072.00.

4. In his/her Schedules, the Debtor lists a current market value of \$250,000.00 for the real property.

5. The Movant contends therefore that there is no equity in the real property above the secured debt and that the real property has no value to the bankruptcy estate.

6. The Movant further contends that it is inadequately protected by the Debtor's failure to make the monthly payments which include an escrow for taxes and insurance.

WHEREFORE, the Movant prays this Honorable Court to issue an Order

1. Terminating the Automatic Stay as to the property of the Debtors located at 2010 Cooper Point Court, Odenton, Maryland 21113, so that the Movant can commence/resume foreclosure proceedings under the provisions of its Deed of Trust; provided however, that any surplus proceeds, after the satisfaction of the Movant's debt and the payment of sale costs, shall be paid to the bankruptcy trustee for distribution through the bankruptcy estate.

2. Grant such other and further relief as necessary.

/s/ Deborah K. Curran, Esq.
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed, first class, postage prepaid, on February 7, 2011, to Kimberly Downing at 2010 Cooper Pt Ct, Odenton, Maryland 21113. Copies were sent electronically via the CM/ECF system to Thomas Joseph Maronick, Jr., Attorney for Debtor and Brian A. Goldman, Esq., Trustee.

/s/Deborah K. Curran, Esq.